confidentiality

mutual non-disclosure agreement.

This Mutual Non-Disclosure Agreement ("NDA") is entered into on _____ (the "Effective Date") between **Funded LLC d/b/a Funded Data Brokers** ("Funded") and _____, a _____ with a mailing address of _____ ("Company"). Funded and Company are each a "Party."

1 Purpose

The Parties wish to evaluate a possible engagement under which Funded would advise Company on licensing or selling Company's business data (the "Purpose"). Each Party may share Confidential Information with the other for the Purpose only.

2 Confidential Information

"Confidential Information" means any non-public information a Party (the "Discloser") shares with the other (the "Recipient"), in any form, that is marked confidential or that a reasonable person would understand to be confidential. It includes Company's business, financial, customer, employee and systems information and any data samples, and Funded's buyer relationships, pricing, fee terms, methods, partner identities and deal terms.

3 Obligations

The Recipient will (a) use Confidential Information only for the Purpose; (b) protect it with at least reasonable care; and (c) share it only with its owners, employees, advisors and subcontractors who need it for the Purpose and are bound by confidentiality duties at least as protective as this NDA. Each Party is responsible for any breach by the people it shares with.

4 Exclusions

Confidential Information does not include information that (a) is or becomes public through no fault of the Recipient; (b) the Recipient already knew without a duty of confidence; (c) the Recipient receives from a third party without a duty of confidence; or (d) the Recipient develops independently without using the Discloser's information.

5 Required Disclosure

The Recipient may disclose Confidential Information if required by law, court order or regulator, after giving the Discloser prompt written notice where lawful, and disclosing only what is required.

6 No Data to Funded

Company will not share personal information, protected health information, or any raw or de-identified business records or data sets with Funded under this NDA. Company may share only written summaries describing its business and systems (such as system types, volumes and years of history). If any such data reaches Funded, Funded will delete it, and its receipt creates no obligation or liability for Funded beyond deleting it.

7 Non-Circumvention

For twenty-four (24) months after the Effective Date, Company will not use Confidential Information received from Funded, including the identity of any buyer, broker or partner Funded introduces, to enter into a data transaction with that party without Funded.

8 Return or Destruction

On written request, or when discussions end, the Recipient will return or destroy the Discloser's Confidential Information and confirm in writing, except copies kept in routine backups or required by law, which remain subject to this NDA.

9 No License, No Obligation

Nothing in this NDA grants any rights in a Party's information or data, or obliges either Party to enter into any further agreement. All Confidential Information is provided "as is."

10 Term and Remedies

This NDA lasts two (2) years from the Effective Date. Each Party's duties for Confidential Information shared during that time continue for three (3) years after it ends, and for trade secrets, for as long as they remain trade secrets. A breach may cause irreparable harm, and the Discloser may seek injunctive relief in addition to any other remedy.

11 General

This NDA is governed by Florida law, with exclusive venue in the state or federal courts in _____ County, Florida. The prevailing party may recover reasonable attorneys' fees. This NDA is the Parties' entire agreement on its subject, may be changed only in a signed writing, and may be signed in counterparts and electronically. If the Parties sign the Data Licensing Advisory & Success Fee Agreement, its confidentiality terms will govern information shared after it is signed.

Funded LLC d/b/a Funded Data Brokers

SIGNATURE

NAME AND TITLE

DATE

Company

SIGNATURE

NAME AND TITLE

DATE